

# EXHIBIT 3

PP-efp  
3/21/94

MESSAGE RCVD 3/18/1994 17:26:00 15914 INBOUND PORT 1  
MCII 03/18/94 18:27

8677  
1827 03/18 06315129 BERU7468  
FAX VERIFICATION 7468 001.4 MINS  
ON 03/18/94 17:09 TO-9186621057 9186621057  
CMID-0015905 DEPT-PC  
0015905 :PC AT19:07 03-18  
9186621057  
BT

CONTRACT NO.: S-36775

GOOD AFTERNOON, THIS IS TAUBER OIL COMPANY -- HOUSTON, TEXAS U.S.A.

MARCH 18, 1994

ATTN: MR. MARK MATTHIESEN  
COMPANY: ✓ PHILLIPS 66 COMPANY  
ADDRESS: A DIVISION OF PHILLIPS PETROLEUM COMPANY  
856 ADAMS BUILDING  
BARTLESVILLE, OK. 74004

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INVOICE: SAME

ATTN: SAME

ADDRESS: SAME

RE: TAUBER OIL COMPANY SALES ACKNOWLEDGEMENT NO. S-36775

THIS TELEXED SALES CONTRACT, ALONG WITH TAUBER OIL COMPANY'S  
GENERAL TERMS AND CONDITIONS DATED MAY 20, 1988, CONSTITUTES THE  
ENTIRE AGREEMENT BETWEEN MARK MATTHIESON AND SCOTT PODSEDNIK ON  
THIS DATE. WHEREIN TAUBER OIL COMPANY HAS AGREED TO SELL  
PHILLIPS 66 COMPANY A DIVISION OF PHILLIPS PETROLEUM COMPANY  
THE FOLLOWING:

QUANTITY: 40,000 BARRELS +/- 5 PCT  
PRODUCT: ✓ MTBE-MEETING 95 PCT MIN. PURITY  
.5 MAX. MECH  
1500 H2O MAX.  
PRICE: USD 0.61 PER NET GALLON  
F.O.B.: ✓ HOUSTON, TEXAS (ITC DEER PARK, TEXAS)  
SHIPPING PERIOD: APRIL 5-15, 1994  
PAYMENT TERMS: ✓ NET TEN (10) AFTER BILL OF LADING DATE BY  
WIRE TRANSFER.  
SHIP VIA: BUYER'S VESSEL

SCHEDULING: PLEASE HANDLE ALL SCHEDULING THROUGH KEVIN WILSON  
OR JANET MILLER AT 713/869-8700

REF # 73-88-0116 SR-ST

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Jan

TAUBER002272

INSPECTION FOR QUALITY AND QUANTITY IS TO BE PERFORMED BY A LICENSED PETROLEUM INSPECTOR AT POINT OF LOADING. QUANTITY IS TO BE BASED ON SHORE TANK DOWN GAUGES AND QUALITY IS TO BE BASED ON SHORE TANK COMPOSITE SAMPLES. COST OF SUCH INSPECTION TO BE BORNE EQUALLY BETWEEN BUYER AND SELLER.

## TITLE TO:

TITLE TO AND RISK OF LOSS OF PRODUCT SHALL PASS FROM SELLER TO BUYER AT THE FLANGE CONNECTION BETWEEN THE REFINERY DISCHARGE LINE AND THE VESSEL RECEIVING LINE.

## DEMURRAGE:

DEMURRAGE WILL BE PAYABLE PER RUNNING HOUR OR PRO RATA FOR PART THEREOF FOR ALL USED LAYTIME PER CHARTER PARTY.

IF MATERIAL IS LOADED AT A PUBLIC TERMINAL VESSEL'S ARE LOADED ON A FIRST COME, FIRST SERVE BASIS ONLY, THEREFORE, LAYTIME SHALL NOT COMMENCE UNTIL VESSEL ACTUALLY OBTAINS A DOCK.

TAUBER OIL COMPANY SHALL BE DISCHARGED AND RELEASED FROM ALL LIABILITY OF DEMURRAGE UNDER THIS AGREEMENT, UNLESS THE CLAIM HAS BEEN PRESENTED IN WRITING WITH SUPPORTING DOCUMENTS WITHIN NINETY (90) DAYS UPON COMPLETION OF MOVEMENT.

## M.S.D.S.:

SELLER REPRESENTS THAT IT HAS PROVIDED OR WILL PROVIDE BUYER UPON REQUEST WITH AN APPROPRIATE MATERIAL SAFETY DATA SHEET, LABELS AND ANY UPDATED INFORMATION FOR THE PRODUCTS IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AT OR PRIOR TO THE TIME OF DELIVERY.

PLEASE ADVISE YOUR AGREEMENT TO THE FOREGOING BY RETURN TELEX WITHIN 24 HOURS. IN THE EVENT WE DO NOT RECEIVE YOUR REPLY AS REQUESTED, THEN THIS CONTRACT SHALL BE THE GOVERNING INSTRUMENT.

REGARDS,

SCOTT PODSEDNIK

MCI TELEX NUMBER: 6868905 TAUBER (PRIMARY NUMBER)

TELEX NUMBER: 76-2757 TAUBER HOU

TWX NUMBER: 910-881-1645 TAUBOIL HOU

FAX NUMBER: 713-869-8069

TRT NUMBER: 1561535 TAUBER HOU

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